

Charles Andros took 4 months to sign the incorrect broker contract with no minimum price . He did so intentionally. He took another 4 months, earning more interest, to engage a Sothebys Concierge contract, again with no minimum price . He also missed the best season of December, pushing the ongoing situation into a dead month, therefore earning more interest.

I enclose an attachment – IMG_7236.PNG –IMG_7235.PNG an email from Tim Davis, in which he states how high the market is, contrary to the price steering narrative of *The Real Deal* article (Nov 30, 2023) - *Hamptons brokers split over sky-high pricing* - [Hamptons Brokers Push Aspirational Prices \(therealdeal.com\)](https://therealdeal.com)

The brokers' contract is now in breach. It is void as we had a media protection clause - approval was needed. The Concierge contract is void as the brokers are no longer part of it.

The latest comparable transaction in Southampton is on Meadow Lane - \$115 million for 9 bedrooms on swampland, which is also non-constructible. The 15,000 sq ft property needs \$25 million of renovation. Gin Lane, meanwhile, has 19 bedrooms and no swampland. It is in a better location, featuring two large homes, and measures 23,000 sq ft. The buyer of the Meadow Lane property had been an interested party in my homes. From Nest Seekers, he was lost because of a flood caused by Bay Point's refusal to authorize an emergency plumbing audit following damage caused by a blizzard.

Action requested:

To have the new director of the BVI and delaware companies with real estate and legal experience negotiate with the brokers and with the auction new contracts to reflect the points that should have been there from the start this negotiation should be done with Baypoint to get it done within one day we now have this opportunity as the contracts are void for not respecting the media clause and doing steering to not waste any time .

On another important note, it is felt best, as the major sole shareholder and a creditor to replace Mr Kabatoff, who has been forced to file documents by Charles Andros and John Allerdig of Bay Point, and subject to threats and bullying. He also has a brain injury which affects his ability to deal with any kind of confrontation this was mentioned months ago.

It should be pointed out that Bay Point are not paying the accountant who has done most of the tax work. Nor have they paid, from the designated Brickchurch funds, utilities or workers. I suggest our money be transferred into the Brickchurch account where it is today perfectly monitored monthly by a trustee.

As every time we have a request more blackmail emerges making it impossible to manage .

For example, JP Morgan has \$100,000 that belongs to Aberdeen. John Allerdig believes the DIP order for Aberdeen should be signed. He wants to change the legal status of the loan agreement from Georgia to New York state, the reason being that Georgia has very strict rules, aggressively so, and can even be considered as criminal for any predatory lending . John Allerdig states that if we do not sign the DIP order, no JP Morgan money will go to Aberdeen.

I suggest replacing Mr Kabatoff with a lawyer or someone with real estate experience. Mr Kabatoff has written to me stating that he was not able to change anything on the contract, and that doing so carried the risk of Bay Point taking control. All too often, documents were filed at the last hour, allowing little or no time to turn them round, or for him to include changes. Camisha Simmons, Managing Member of Simmons Legal PLLC, would also not allow changes because of the last-minute nature of John Allerding's approach. Thus it took 4 months for a broker contract and 4 months for an auction contract to be signed. Meanwhile, a UBO document was never approved, and there was an instance of trying to take control .

We should activate clause 9.2 in the loan agreement with a clawback if Bay Point credit bids and sales at a later date as it seems that all actions that Baypoint has engaged in is to depress the price or incur delays .

I would like to point out also that the media contact I have been subject to, forcing me to speak about the case, could have been avoided.

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

From: [Louise Blouin](#)
To: [NYEB DropBox](#); [Camisha Simmons](#); [john.allerding_thompsonhine.com](#); [Kevin J. Nash](#)
Subject: FW: Brett Messenger _- Exhibits file
Date: Tuesday, December 19, 2023 7:25:47 PM

CAUTION - EXTERNAL:

Exhibits file **Subject:** Conflict of interest poor legal advise.

Mandate engaged for :To get me out of Chapter 11 no creditors remaining , he never worked on it nor Camisha as per emails and my instructions
I asked to file a plan he never did it nor Camisha she filed the plan of Baypoint they both did
Not authorize to waive my rights to sue jgb to protect Melanie after all Mrs Blouin had gone through
Telling them no money to be spend without authorization and budget , no budget ever was shared
,no respect of Mrs Blouin wishes
Side with Baypoint in August to allow for a credit bid never helped to get a bankruptcy lawyer to
protect Aberdeen from Baypoint I was trying to close my refinancing and the lender introduced me
with Kevin Nash as they said something is wrong , see note from Baypoint
RIS never finished one call away
In January I told Brett messenger to only contact BP under my instruction as what they do they take
4 months to do one contract remark their own copy for months I soon saw this gave my instruction
he did not listen to Mrs Blouin and nothing after months came out of anything
The negotiation was JGB was not fair as he was wearing the hat of Melanie I found out too late
He never filed with FBI and DA as per his promise
He gave the rights to Baypoint to approve an extension of the mortgage why ?
Neither Camisha and Brett worked at disclosing the impact of blocking the funds on the default and
timing we have finally prepared a proper summary indeed baypoint does not have the key to my
home but the money of Brickchurch in their account with no possible release when they blackmail
you threaten you or
On the mechanical lean he should have a max of 5000 as he never read the agreement and was
ettling for double the amount

Brett Messenger is not entitled to any more money for the above reasons and he hardly worked or
filed with the courts for Brickchurch to justify such expenses not repenting the budget process
He should have stated his conflict of interest in favor of Melanie and jgb

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

BAY POINT – NEFARIOUS SCHEME

SUMMARY

INTRODUCTION

Since 1987, in parallel to her corporate and philanthropic activities, Mrs. Louise Blouin has skilfully developed high-end real estate skills, where she has identified and enhanced prime properties and prime locations ahead of the market in key locations such as Courchevel, Paris, London, Lower Manhattan, and the Hamptons.

Mrs. Blouin was named a ‘World Leader of Tomorrow’ by the World Economic Forum, alongside Bill Gates and Jeff Bezos, and has enjoyed and maintained over the years a pristine record in all her corporate endeavours. Her extensive philanthropic work includes a multi-million dollar cultural rebuild of New Orleans in the wake of Hurricane Katrina.

Mrs. Blouin’s nightmare started when she was introduced to the DIP lender Bay Point in 2022. While the main objective of Bay Point’s loan was to get the Debtors out of Chapter 11 of the bankruptcy Code (*rf.* e-mail: January 5th, 2023. (Exhibit -35-), refinance the properties with a long-term institutional loan, or sell the properties, instead Bay Point immediately engaged in predatory lending practices by violating the loan agreement. For Bay Point, and its President Charles Andros, it seems that court orders, or respecting terms in a loan agreement, are not within its practices.

The facts show a substantial effort by Bay Point to infuse an excessive element of fees and interest rates into the transaction – totaling approximately 45% - and to create a situation where the depreciation of the asset meant the loan simply could not be repaid or refinanced. Such efforts included illegal interference with the resale real estate market, intimidation with threats to take control, negotiation with an existing lender, and attempting, as early as January, to take control by asking for Mrs. Blouin’s deeds. Other nefarious conduct includes an apparent fraud for profit scheme, and also a “lend to own” transaction.

Essentially, a simple bridge loan from Bay Point may ultimately deprive the Debtors and Mrs. Blouin, the upstream owner of the Debtors, of all their equity build over the past 26 years.

BACKGROUND

In the early part of 2018, the properties were encumbered by a loan in favor of HSBC; with the loan set to mature later that year. The Debtors were investigating the sale of the properties to pay off the HSBC loan.

On July 25, 2018, the Debtors entered into a mortgage loan transaction with JGB Partners, LP, JGB Capital LP, JGB (Cayman) Anacona Ltd., and JGB Plymouth Rock LLC (collectively “JGB”) for a short 18-month “bridge period”, for the refinance of the existing loan in favor of HSBC and complete the projected sale of the properties. The loan was in the face amount of \$26,000,000 with a maturity date of October 31, 2019.

At the time of the closing of the JGB loan, there was approximately \$110,000,000 in equity in the homes. To illustrate, a property in Southampton with 9 bedrooms was recently sold to a Nest Seeker buyer for \$135,000,000, as compared to the Debtor’s homes of 19 bedrooms in a better location. The Debtor missed this opportunity of sale. The latest evaluation of the Debtor’s home, carried out by the evaluator Vanderbilt Appraisal Company (accredited by JP Morgan), states that the homes are worth more than \$150,000,000 - reconfirmed by the 9-bedroom transaction mentioned above.

The uncovered scheme implemented by JGB had as its purpose to quiet and otherwise deflate the market of would-be buyers. It appears that JGB orchestrated a fraudulent scheme that killed the market and made it impossible for the Debtors to sell the properties. (*rf.* Exhibit -43-, Exhibit -44-).

On November 22, 2019, JGB filed a foreclosure action against the properties. The Debtors were required to pay JGB \$44,500,000 in order to stop the foreclosure. In other words, with the passage of less than three years, JGB sought an increase of payment of approximately \$21,500,000.

On November 9th, 2022, the Debtors secured a replacement financing from a company called Bay Point Financial Advisors (‘Bay Point’), in the amount of \$62,000,000 including prepaid interest.

It turned out that Bay Point operates with the same *Modus Operandi* as JGB. Bay Point’s lawyer, John Allerding, stated in court that Bay Point and JGB were living the same events with the Debtor. Indeed, that is correct – the difference is the victim is the Debtor. Both are “Lend to Own” lenders (*rf.* Exhibit -45-)

Mrs. Blouin has never been exposed to predatory lenders before. She has made mistakes that cost her a lot of money, and assumes these mistakes, but she is determined to shed light on Bay Point’s nefarious scheme and refinance or sell the Debtor’s properties at a fair and reasonable market price.

Bay Point’s predatory lending practices have made it difficult, if not impossible, for the Debtors to refinance or sell the properties. Aggressive tactics have been used to steal time and therefore trigger high loan terms to strip the Debtor of equity. While collecting prepaid interest, Bay Point violated the loan agreement from the first month. More specifically, Bay Point:

- Entered into a Loan and Security Agreement with the Debtors on November 9th, 2022.
- Engaged in abusive and aggressive tactics right after the disbursement of the loan on December 9th, 2023. Bay Point made performance impossible, attempting to take control in December 2022 a few days after the closing.
- Refused to acknowledge the original agreed budget of December 9th, 2022, thus threatening the Debtor to agree to another new budget or put them in default.

- Defaulted the Debtors in December 2022 for having paid 3 preapproved invoices.
- Charged excessive fees, penalties, default interest and legal fees, to an extend of \$10,000,000 over and above its original fees and interest – defaults they created through their tactics.
- Asked for the property deeds as a condition for the Debtors to get out of Chapter 11 of the bankruptcy Code. Whilst the loan agreement, and many emails, confirm that the main priority in exchange for the high interest rates of 10%, and opening fee of 9%, was to be out of Chapter 11, instead they forced Aberdeen into Chapter 11 with their tortuous interference of the financing, including misrepresentation as to who was the equity holder, something that was very clear in the loan agreement.
- Is trying to deprive the Debtors of all their equity.
- Refused to authorize funding for the accountant and tax counsel's retainer as per Court's order and left emails unanswered until the last day of the report due date.
- Declined to cooperate with a serious lender, thus preventing Debtors the opportunity to get out of Chapter 11 of the bankruptcy Code.
- Rebuffed the demand to authorize a refundable deposit in escrow in order to obtain a new credit facility commitment that would have allowed the Debtors the opportunity to exit Chapter 11 of the bankruptcy Code.
- Appointed themselves as sole officer and director of the Debtors in July 2023, without the Debtor's knowledge, nor the Court's approval, in violation of the loan agreement.
- Took it a step further (without a Court order and authorization) and tried, in July 2023, to take control of the DIP bank account at Wells Fargo, violating the loan agreement.
- Has engaged in Tortious Interference in the negotiation of a settlement with Morgan Stanley, the existing lender, just when the Debtors were about to refinance with a new lender introduced by the Debtors' attorney, Mr. Nash.
- Misled Morgan Stanley, stating they were sole officer and director of the Debtors, in order to buy their note at full price.
- Has ignored the Court's requirement and started doing parallel selling on its own without a minimum private sale price. (→ *rf.* Hearing: August 23rd, 2023, p. 56).
- Misled the Court to the effect there was an approved plan in order to delay the restructuring timeline, that could eventually lead to Chapter 7 of the Bankruptcy Code.

Bay Point intentionally neglected or refused to release the funds from the Debtor's DIP account and from the Debtor's account at Bay Point in order to maintain the property in good condition (wasting 11 months), thus depreciating the property, while knowing they have credit bid rights for the full amount of its allowed claim. Bay Point is trying to depreciate the properties and ultimately take over the ownership. More specifically, Bay Point:

- Intentionally neglected to authorize emergency funding for December 2022 blizzard damages, violating the loan agreement.
- Refused to authorize an emergency plumbing audit after water pipes burst and toilets backed up that would have prevented further damages to the properties following the blizzard. They decided to pay other expenses that were not a priority.

- Denied, until May 2023, any relevant funding, namely the ones related to the flood, and already allocated in the DIP Account Funds to Brickchurch Enterprises, Inc. (\$1,585,733.29) and the Maintenance Reserve Account to Bay Point Capital Partners II, LP (\$300,000) as per closing statement of December 9th, 2022. (*rf.* Final settlement statement: Exhibit -31-)
- Only released funds from May to mid-August 2023.
- Therefore, prevented for nine (9) months any viewing of the properties for rent or sale.
- Therefore, prevented any refinance possibilities.
- Stopped releasing any funds, including costs or expenses associated with the maintenance of the properties, after mid-August 2023, which is a clear breach of the terms and conditions stipulated in the Loan Agreement, namely the approved DIP budget.
- Refused Debtors the possibilities to get out of Chapter 11, thus extending the negative impact on the property's value. (*rf.* e-mail: May 18th and August 4th, 2023. (Exhibit -19- and -27-))

In order to shed light on Bay Point's nefarious scheme, we respectfully submit to the Court the following:

It is clear that Bay Point's end game is to extend and delay the restructuring timeline and ultimately take possession of the assets, Southampton's real estate crown jewel, through Chapter 7 of the Bankruptcy Code and thus, enrich itself at the expense of Debtors.

Bay Point, a hard-money lender, operates with a clear and specific *Modus Operandi*. Bay Point's scheme includes a "Lend to Own" transaction. Lenders must not encourage default. Intentional violation of the loan agreement should be rendered void:

Law 6-l(10).

Bay Point activities are prohibited under acts including RESPA and FHA.

Deception Practices Act General Business Law 349.

General obligation law 5-501.

Homeownership and Equity Protect Act (HOEPA).

New Banking 6-l (2)(k).

Federal Reserve board regulation z,12,cfr 226.

Federal Truth Lending act TILA.

Real estate Settlement Procedure Act (RESPA) 12USC 2601.

The Deceptive Practices Act General Business Law 349.

Equal Credit Opportunity Act (ECOA).

Bay Point's conduct must be neither condoned nor tolerated by the judicial system.

THEREFORE, FOR THESE REASONS, MAY IT PLEASE THE COURT TO TAKE NOTICE OF THE FOLLOWING:

- 1) Bay Point misleads the Court to the effect there was an approved plan in order to delay the restructuring timeline and force the conversion of this Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code:
 - a) As of July 31st, and August 23rd, there is no agreement between the Debtor and Bay Point.
→ *rf.* Hearing: August 23rd, 2023, pp. 11, 12, 13.
 - b) The Court did not confirm the plan.
→ *rf.* Hearing: November 1st, 2023, p. 22, 23.
 - c) Bay point admits there is not going to have a confirmed plan anytime soon.
→ *rf.* Hearing: November 1st, 2023, p. 45.
 - d) Camisha Simmons, attorney for the Debtor Brickchurch, signed a plan without the Debtor's instruction nor authorisation.
→ *rf.* Hearing: August 23rd, 2023, p. 11, 12.
 - i) (Exhibit -36-)
- 2) Contrary to the Court's order, Bay Point voluntarily neglected to authorize the funding of a retainer for the Debtors' tax counsel from Brickchurch's account at Bay Point:
 - a) Knowing that the Debtors had committed to the Court they would retain a separate tax counsel and get an analysis to the IRS within 21 days, Bay Point voluntarily neglected to authorize the funding of a retainer for the Debtors' tax counsel.
→ *rf.* Hearing: November 1st, 2023, pp. 13, 14, 31, 34, 40, 41, 42, 47, 48.
 - i) e-mail: November 1st, 2023. (Exhibit -1-)
 - ii) e-mail: November 3rd, 2023. (Exhibit -2-)
 - iii) e-mail: November 7th, 2023. (Exhibit -3-)
 - iv) e-mail: November 10th, 2023. (Exhibit -4-)
 - v) e-mail: November 22nd, 2023. (Exhibit -40-)
→ No answer from Bay Point.
- 3) Bay Point voluntarily neglected or delayed giving a proper payoff to identify the basis of any capital gain:
 - i) e-mail: September 8th, 9th, 12th, 15th, 19th, 20th, - October 11th, 26th, - November 5th, 2023. (Exhibit -5-)
 - ii) e-mail: September 9th, 2023. (Exhibit -6-)
 - iii) e-mail: September 12th, 2023. (Exhibit -7-)
 - iv) e-mail: November 1st, 2023. (Exhibit -1-)

- v) e-mail: November 7th, 2023. (Exhibit -3-)
- 4) Bay Point voluntarily neglected to reach an agreement for:
→ rf. Hearing: August 23rd, 2023, p. 56.
- a) Minimum bid.
 - b) Minimum stalking horse bid.
 - c) Minimum private sale price.
- 5) Following their *Modus Operandi*, Bay Point voluntarily neglected or refused to authorize the broker's contract until November 2023. It became impossible to properly market such a prestigious estate:
→ rf. Hearing: August 23rd, 2023, p. 37, 56, 58.
- i) e-mail: September 9th, 2023. (Exhibit -6- and -9-)
 - ii) e-mail: September 10th, 2023. (Exhibit -8- and -10-)
- 6) Bay Point misleads the Court by falsely representing that the Parties had reached an agreement to retain a broker:
→ rf. Hearing: November 1st, 2023, p. 20.
→ flagrant violation of the oath of office.
- 8) After Bay Point had put the Debtors in an untenable position, Bay Point pushed its reprehensible behaviour a notch higher by doing parallel selling on its own (without a minimum private sale price) to secure a selling commission, thus killing the market. Consequently, Bay Point has put itself in an obvious conflict of interest:
- i) e-mail: September 9th, 2023. (Exhibit -9-)
 - ii) e-mail: September 12th, 2023. (Exhibit -11-)
- 9) Bay Point voluntarily delayed the required emergency funding from Brickchurch's account, while funding other irrelevant items:
- i) e-mail: January 3rd, 10th and February 17th, 2023. (Exhibit -12-)
 - ii) e-mail: January 12th and 13th, 2023. (Exhibit -13-, -13.1-)
 - (a) rf. Excel sheet: line 41 – Maintenance & Repairs.
 - iii) e-mail: January 12th, 2023. (Exhibit -14-)
 - iv) e-mail: February 12th, 13th, and 17th, 2023. (Exhibit -15- and -16-)
 - (a) Plumbing and property damages could have been avoided. (Exhibit -17-)
 - v) e-mail: January 17th, 18th, and 19th, 2023. (Exhibit -18-)
- 10) Following the blizzard of December 2022, Bay Point voluntarily refused funding for an emergency plumbing audit that would have prevented further damages to the properties:
→ rf. Hearing: August 23rd, 2023, p. 22, 23
- a) Bay Point refused a plumbing audit.
 - i) e-mail: January 12th and 13th, 2023. (Exhibit -12-, -13-, -13.1-)

- b) Plumbing audit would have been able to identify the issue, preventing further damages to the properties.
 - i) e-mail: February 7th, 2023. (Exhibit -17-)
- 11) Bay Point negotiated in bad faith from the start. Bay Point pretended the original DIP budget was not approved, thus threatening Debtors with the Default Clause of the Loan and Security Agreement:
 - *rf.* Hearing: August 23rd, 2023, p. 26
 - i) e-mail: January 10th, 13th and February 17th, 2023. (Exhibit -12- and -34-)
 - b) The budget was approved de facto by Bay Point. They did not send any written objection notice within ten (10) days as stipulated in the Loan and Security Agreement (par. 6.1 (a)).
 - i) e-mail: January 5th, 2023. (Exhibit -35-)
- 12) Following the blizzard of December 2022, Bay Point intentionally cut all relevant funding from December 2022 to November 2023. Its reprehensible *Modus Operandi* created extensive damages to the properties and lost opportunities to the Debtors:
 - a) Because of Bay Point's refusal to authorize in due time the required funding, Debtors was put in a precarious situation and lost 9 months to complete the necessary repairs from the December 2022 blizzard damages, thus being unable to show the properties to potential renters or buyers.
 - *rf.* Hearing: August 23rd, 2023, p. 23, 26, 27, 36.
 - b) Debtors lost potential buyers. One of the buyers bought a nearby house for an approximate amount of \$ 135 M, knowing that said house needed \$ 20 M in renovations.
 - *rf.* Hearing: August 23rd, 2023, p. 24.
 - i) (Exhibit -28-, -30- and -39-)
 - c) Because of Bay Point's wilful neglect, Debtors lost a \$ 4,4 M rental opportunity for the summer 2023.
 - *rf.* Hearing: August 23rd, 2023, p. 27, 42.
 - i) (Exhibit -28- and -32-)
 - d) All the required blizzard emergency repairs (\$700 000) were already accounted for in the DIP budget.
 - *rf.* Hearing: August 23rd, 2023, p. 25.
- 13) Bay Point refused an extension for the Morgan Stanley's loan (\$ 15 M) which would have prevented the imminent foreclosure by Morgan Stanley, offered a real opportunity to refinance, and avoid the use of Chapter 11 of the Bankruptcy Code. Bay Point's behaviour is often called, viewed, or assimilated to «Tortious Interference»:
 - *rf.* Hearing: August 23rd, 2023, p. 35.

- i) e-mail: July 29th, 2023. (Exhibit -22-)
- 14) Bay Point was getting ready to Credit Bid on the Aberdeen property before the Debtor filed for Chapter 11 protection.
- i) e-mail: August 2nd, 2023. (Exhibit -42-)
- 15) Bay Point interfered and stopped the Debtor's negotiation with Morgan Stanley. Furthermore, Bay Point ultimately bought Morgan Stanley's debt at full price, under the false representation of ownership or directorship and without the Debtors' knowledge. Again, this behaviour is often called, viewed, or assimilated to «Tortious Interference»:
- *rf.* Hearing: August 23rd, 2023, p. 28, 30, 31.
- 16) Bay Point pretended they were not talking to Morgan.
- i) e-mail: July 29th, 2023. (Exhibit -22-)
- 17) Bay Point refused to cooperate with a serious lender (Reyl – Intesa Sanpaolo), consequently, the Debtors lost another opportunity to get out of Chapter 11 of the Bankruptcy Code:
- i) e-mail: May 12th, 2023. (Exhibit -37-)
 - ii) Term sheet: May 12th, 2023. (Exhibit -38-)
 - iii) e-mail: September 12th, 2023. (Exhibit -23-)
- 18) After a conference call, Bay Point formally agreed to the refinancing of one (1) of the two (2) properties. Notwithstanding the said agreement, Bay Point refused the refinancing of the said property:
- i) e-mail: August 1st and 2nd, 2023. (Exhibit -24-)
- 19) Bay Point refused to authorize a «Refundable Deposit in Escrow» from Debtors accounts, with No risk and through a top firm, Knight Frank Finance, in order to obtain a new credit facility, thus preventing the Debtors from exiting Chapter 11 of the Bankruptcy Code.
- i) e-mail: September 7th, 2023. (Exhibit -25-)
 - ii) e-mail: September 7th, 2023. (Exhibit -23-)
 - iii) e-mail: November 1st, 2023. (Exhibit -26-)
 - iv) e-mail: November 1st, 2023. (Exhibit -1-)
 - v) e-mail: November 7th, 2023. (Exhibit -3-)
- 20) As a subterfuge, Bay Point filed a Notice with the Court to notify the Court that it had purportedly become the record shareholder of the Debtors, and had purportedly removed Debtor's previous

corporate officers and directors and replaced them with Charles Andros, President of Bay Point. The Debtors have opposed the purported change of control. The Court never ordered Bay Point to be in control of the Debtors. Furthermore, Bay Point never disclosed their subterfuge in the DIP motion. It is clear that Bay Point fraudulently tried to seize control of the Debtors:

→ *rf.* Hearing: August 23rd, 2023, pp. 10, 12, 28, 29.

- 21) Nowhere in the DIP Loan Application or in the Loan Documents are the operative documents that gave the right to exercise rights in the equity interests. There is one brief reference to a pledge agreement in the Loan Agreement. There is no mention of the right to use a proxy to vote out the members, but to have equity retain their shares.
- 22) In order to enrich themselves at the expenses of the Debtors, Bay Point refused the Debtor the opportunity to exit Chapter 11 of the bankruptcy Code, and instead demanded to get deeds in lieu of foreclosure, thus taking possession of the assets.:
 - i) e-mail: December 8th, 2023. (Exhibit -20-, -21-)
- 23) Bay Point attorney, John Allarding, advised Morgan Stanley to transfer more than \$100,000 of insurance proceed to Bay Point in order to bypass the Debtor Aberdeen - these funds are credit from 3 years ago.
 - i) e-mail: November 20th, 2023. (Exhibit -41-)

CONCLUSION:

In light of Bay Point's reprehensible conduct and Predatory Lending Practices with the Courts and with the Debtors, the Debtors respectfully requests that the Court enter an order:

- 1) Allow the Debtors to refinance as per the Term Sheet provided by the Lender dated October 18th, 2023.
- 2) Allow the Debtors enough time to comply with Tenn Capital's Term Sheet.
- 3) Granting such other and further relief as may seem just and proper under the acts.

12:25



Inbox

**Davis, Timothy**

25 Nov

To You and Davis, Timothy



It was I who advised and convinced the Trustees of the Brown Estate in East Hampton to ask \$145m for the Further Lane properties and we achieved \$137m. The property was then developed at a cost of another \$100m. If you fly the coastline, there are many homes which could sell at the \$150 to \$200m mark or potentially more. The 1320 site has the location and land size for creating a truly World Class modern estate which will sell for a record price.

Tim Davis

Licensed as Timothy G Davis

THE HAMPTONS LUXURY MARKET LEADER

THE NUMBER ONE HAMPTONS BROKER 2021

Licensed Associate Real Estate Broker

Regional Brokerage Advisor ~ East End

CORCORAN'S NUMBER ONE AGENT-HAMPTONS/EAST
END 2014, 2015 and 2019[24 Main Street Southampton New York 11968](#)m [516.356.5736](#) | o [631.702.9211](#)tgddavis@corcoran.com[View My Webpage](#)[View My Listings](#)[Luxury Portfolio](#)

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12:25



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...

Inbox



Davis, Timothy
To You

25 Nov

...



Happy Saturday

I feel confident that the completed execution of what you propose building including landscaping, etc. etc. would yield \$175 to \$185m

Tim Davis

Licensed as Timothy G Davis

THE HAMPTONS LUXURY MARKET LEADER

THE NUMBER ONE HAMPTONS BROKER 2021

Licensed Associate Real Estate Broker

Regional Brokerage Advisor ~ East End

CORCORAN'S NUMBER ONE AGENT-HAMPTONS/EAST
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Apps

From: Louise Blouin <lt@ltbholding.com>

Date: Wednesday, 1 November 2023 at 09:15

To: Allerdin, John <John.Allerdin@thompsonhine.com>, Charles Andros <charlesandros@baypointadvisors.com>, Kevin J. Nash <knash@gwfglaw.com>, Mathew Kabatoff <mkabatoff@ltbholding.com>, Camisha Simmons <camisha@simmonslegal.solutions>

Subject: This is just a solution and advise

This note is a friendly solution note as I am asked questions on Ris capital gain nothing else you have been worrying about the wrong things

As the way you are going with RIS I go then bankrupt
as a creditor I will be forced to say the truth as I always do

I told Charles a few days ago it was going to blow up anything possible was a screw up I see with the court and watch you either not submitting or submitting things that are weak
And not engaging me in matters that concerns me is not wise you do not have the RIS knowledge

Do you want to solve it without IRS in front of you ? That is impossible thing to solve the numbers math does not work you are going against the wall and I will not lie

To solve it get an extension for auction today to let me think and get numbers from my accountants this can not be done without me
I need to be next to my husband as well

366 gin lane is ok no capital gains no rollover the big one is other house I will not have the money to pay it will be too much the only way is a bvi sale

However
To solve it faster I can refinance I have termsheet

Payoff is 62 minus flood months of interest
Plus 15 Morgan
And we call it a day

Camisha asked many times for a proper payoff nothing so far

I need a deposit from brickchurch of 25 000 today

For financing in escrow with Kevin Nash I need you to pay all admin and bills now we are getting threats you blocked everything and you approved to engage these suppliers or ... utilities needs to be paid

I pay ris when I sell deal at 3 million or less or we continue in civil court as I am not guilty that will take years John can help no problem I can brief him John get from them the principal amount with no interest and penalty then that is your number if you need any this tell me
We get capital gains problem away I can merge another co after I refinance

Authorize to go get 1.3 plus utilities in uk budget

Pay accountants as per budget you have not done so with our brickchurch all is blocked it will cost double

You let me go back gin lane to be with my husband so we can get through this

Every one is happy and we close

I have been watching from very far I do not like what I not see and what I see
Broker contract should have been in auction as well now we have nothing to stand on and the
objection would have come in earlier

I can close fast

From: Louise Blouin <lt@ltbholding.com>
Date: Friday, 3 November 2023 at 14:05
To: Charles Andros <charlesandros@baypointadvisors.com>
Cc: Mathew Kabatoff <mkabatoff@ltbholding.com>, Kevin Frericks <kevinfrericks@baypointadvisors.com>
Subject: Re: [External:]RE: Emergency
We have not paid the gaz and other utilities
I am getting the complaints
Nothing has been done from the plan or signed that is a fact that is a mess
I look at result from the shareholder and as a creditor

Sent from [Outlook for iOS](#)

From: Charles Andros <charlesandros@baypointadvisors.com>
Sent: Friday, November 3, 2023 1:59:40 PM
To: Louise Blouin <lt@ltbholding.com>
Cc: Mathew Kabatoff <mkabatoff@ltbholding.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>
Subject: Re: [External:]RE: Emergency

Louise,

The house is not a mess. The plan is not a mess. Please comply with the Court's Orders.

Charles

Sent from my iPad

On Nov 3, 2023, at 1:40 PM, Louise Blouin <lt@ltbholding.com> wrote:

He has done this since august

Nothing is paid since august

I will not have another flood for no heat bill

Paid

And the judge asked for accounting and tax legal to be attended to

What do you want to go to the judge and tell him ? I do not think this would be smart

I can no longer wait and watch my house blow up

Everything is a mess

Plan mess brokers mess auction mess

When in life you are in emergency  mode you do not call your lawyer
You call the one causing it

Sent from [Outlook for iOS](#)

From: Charles Andros <charlesandros@baypointadvisors.com>
Sent: Friday, November 3, 2023 1:35:56 PM
To: Mathew Kabatoff <mkabatoff@ltbholding.com>
Cc: Louise Blouin <lt@ltbholding.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>
Subject: Re: [External:]RE: Emergency

Louise,

Please have communicate through Mathew. He can submit the budget and we will get it paid.

Let's follow the Court.

Thx,
Charles

Sent from my iPhone

On Nov 3, 2023, at 1:06 PM, Mathew Kabatoff <mkabatoff@ltbholding.com> wrote:

Louise – thank you, I will be in contact with Kevin.

From: Louise Blouin <lt@ltbholding.com>
Sent: Friday, November 3, 2023 13:06
To: Mathew Kabatoff <mkabatoff@ltbholding.com>; Charles Andros <charlesandros@baypointadvisors.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>
Subject: Re: Emergency

I meant AC and other utilities gaz ...

Sent from [Outlook for iOS](#)

From: Mathew Kabatoff <mkabatoff@ltbholding.com>
Sent: Friday, November 3, 2023 1:03:14 PM
To: Louise Blouin <lt@ltbholding.com>; Charles Andros <charlesandros@baypointadvisors.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>
Subject: RE: Emergency

Louise – I have spoken with Kevin and I will be following up with him.

Thanks
Mathew

From: Louise Blouin <lt@ltbholding.com>
Sent: Friday, November 3, 2023 13:00
To: Charles Andros <charlesandros@baypointadvisors.com>; Kevin Frericks <kevinfrericks@baypointadvisors.com>
Cc: Mathew Kabatoff <mkabatoff@ltbholding.com>
Subject: Emergency

Dear all ,

We need a response for the payments
That have been cut since august .
I get all the people screaming

Mathew office has a small leak and the AWS are cutting service this weekend
We need to fund today

We need to pay people that have not been paid that are in budget
Accounting and legal tax
Instruction from the judge

Thank you 🙏

Sent from [Outlook for iOS](#)

From: Louise Blouin <lt@ltbholding.com>

Date: Tuesday, 7 November 2023 at 08:41

To: Charles Andros <charlesandros@baypointadvisors.com>

Subject: <no subject>

Dear Charles ,

Good morning ,

As per my last week email, I am concerned about all the delays .

We have no contracts for the brokers and none for the auction and no plan .

When I left, I could have closed both within 24 hours

A lot of wasted time with John

Never give lawyers the business side of a contract otherwise we upset the parties as they have a different approach and they do not know the business triggers and its impact .

Solution and a rapid one , get refinancing we can close quickly we need a deposit in escrow with Kevin Nash or Holland reimbursable if they do not close . Approve please it is from brickchurch account at Baypoint .

Please pay as accountant tax lawyer today as the judge is waiting for the tax report

We need to do bookkeeping the tax returns for 2022 and estimate 2023 and a full tax opinionion

I am still waiting for the payoff separating principals and interest and fees

Camisha had asked 5 times

Have a great deal.

Let get this close it is the only way to get your money in before year end as I see it now .

I am probably the only one to be able to fix concierge and trustee as well but it will take time and we will miss December it is all-ready too late

This is done not with legal arguments but business arguments and common sense

I await for your feedback to stop wasting time

We can not file an broker auction contract with no auction contract

I suggest to do your trip contract from weeks ago

And when we sign the auction

We have a broker contract extra sheet to be signed by brokers

Concierge you should not be concerned about your commission it is zero the rest is my business and John is negotiating something outside of baypoint concerns

If you want me to fix I can try John upset Chad I am told and does not want to work with BP

Best regards

Louise

Sent from [Outlook for iOS](#)

From: Louise Blouin <lt@ltbholding.com>

Date: Friday, 10 November 2023 at 08:59

To: Charles Andros <charlesandros@baypointadvisors.com>, Kevin Frericks
<kevinfrericks@baypointadvisors.com>

Subject: Situation is unbearable

Dear Charles ,

I do hope you are well ,

I have a commitment from the court to deliver tax advise from a lawyer

As well I need to have the bookeepers catch up on the entries and to prepare statements backwards

The funding request for accounting has been in the budget since the first budget

And still it has not been paid .

If Brickchurch does not receive these amounts we will be unable to give to the judge what he has requested

I am not sure after losing many days that it is even possible .

As for the other urgent payments not done since august please release Monday

I can am being harassed every day by people unpaid

We can not even have cleaners the big cleaners come as they are unpaid and we have viewing

Surely we have better things than to run after brickchurch money in Baypoint

Have a nice long weekend

Best regards

Louise

From: Camisha Simmons <camisha@simmonslegal.solutions>
Date: Sunday, 5 November 2023 at 09:45
To: Louise Blouin <lt@ltbholding.com>, Mathew Kabatoff <mkabatoff@ltbholding.com>
Subject: FW: Bay Point/Blouin - Payoff Letter

From: Camisha Simmons
Sent: Sunday, November 5, 2023 8:45 AM
To: Allerdig, John <John.Allerdig@thompsonhine.com>
Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

John,

Good morning. I'm following up on the request for the detailed payoff statement. Could you provide an ETA. Thanks.

Camisha L. Simmons | Managing Member
Simmons Legal PLLC
camisha@simmonslegal.solutions
www.simmonslegal.solutions

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From: Allerdig, John <John.Allerdig@thompsonhine.com>
Sent: Thursday, October 26, 2023 7:49 AM
To: Camisha Simmons <camisha@simmonslegal.solutions>
Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

Good morning Camisha,

Thanks for the reminder. I still need to get the bid procedures revised and we are still waiting on comments from Concierge's counsel to the most recent draft. I have also put several other briefs on the back burner as I have been focusing on getting the brokers signed up. So its not that I'm ignoring your request. But I can only do so much and I need to make sure that (i) we are positioning the sale process to maximize the returns to the Estates; and (ii) I am meeting other court-imposed deadlines. Is there something particularly urgent about the detailed breakdown? I'll get it to you and I want to make sure that I am giving your request due attention. But turning to that immediately is going to be difficult for me. I should be able to get to that next week if that works for you.

Thanks,

John

John C. Allerding | Thompson Hine LLP

3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326

3900 Key Center | 127 Public Square | Cleveland, Ohio 44114

Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953

Fax: 216.566.5800 | **Email:** John.Allerding@ThompsonHine.com

Web: <http://www.ThompsonHine.com>



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From: Camisha Simmons <camisha@simmonslegal.solutions>

Sent: Thursday, October 26, 2023 8:32 AM

To: Allerding, John <John.Allerding@thompsonhine.com>

Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>

Subject: RE: Bay Point/Blouin - Payoff Letter

CAUTION EXTERNAL EMAIL

John,

Now that the broker and concierge agreements and the bidding procedures are final or near final, could you please send us the requested detailed statement setting forth the asserted amounts Bay Point claims is owed by Brickchurch. Thanks.

Camisha L. Simmons | Managing Member

Simmons Legal PLLC

camisha@simmonslegal.solutions

www.simmonslegal.solutions

6060 N. Central Expressway, Suite 500, Dallas, Texas 75206

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From: Allerding, John <John.Allerding@thompsonhine.com>

Sent: Wednesday, October 11, 2023 7:30 AM

To: Camisha Simmons <camisha@simmonslegal.solutions>
Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

Good morning Camisha,

Unless there is some reason that we need this to submit the Plan (which I can't imagine there is), let's table this until we have the Plan, Disclosure Statement, Bid Procedures, and Auctioneer contract submitted to the Court. Those are the pressing issues that we need to complete to move this process forward.

Thanks,

John

John C. Allerding | Thompson Hine LLP
3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326
3900 Key Center | 127 Public Square | Cleveland, Ohio 44114
Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953
Fax: 216.566.5800 | **Email:** John.Allerding@ThompsonHine.com
Web: <http://www.ThompsonHine.com>



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From: Camisha Simmons <camisha@simmonslegal.solutions>
Sent: Wednesday, October 11, 2023 5:24 AM
To: Allerding, John <John.Allerding@thompsonhine.com>
Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

CAUTION EXTERNAL EMAIL

John,

I'm following up regarding a detailed statement setting forth the asserted amounts owed by Brickchurch. Each loan should be listed separately. And the statement should include separate line items for the origination fee, interest, default interest, etc. Please also specify the interest rate being charged and the date the interest began to accrue.

Thanks.

Camisha L. Simmons | Managing Member
Simmons Legal PLLC
camisha@simmonslegal.solutions
www.simmonslegal.solutions

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From: Camisha Simmons
Sent: Wednesday, September 20, 2023 5:45 AM
To: Allerdig, John <John.Allerdig@thompsonhine.com>
Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

Yes, please divide the letters between the estates of Brickchurch and Aberdeen. Thanks.

Camisha L. Simmons | Managing Member
Simmons Legal PLLC
camisha@simmonslegal.solutions
www.simmonslegal.solutions

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From: Allerdig, John <John.Allerdig@thompsonhine.com>
Sent: Tuesday, September 19, 2023 9:06 PM
To: Camisha Simmons <camisha@simmonslegal.solutions>
Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

Hi Camisha,

I have the attached the requested information in the correspondence that was created to respond to Ms. Blouin's request. Please let me know if this satisfies your request on behalf of Brickchurch or if you would like a similar letter addressed to Brickchurch.

Thanks,

John

John C. Allerding | Thompson Hine LLP

3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326

3900 Key Center | 127 Public Square | Cleveland, Ohio 44114

Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953

Fax: 216.566.5800 | **Email:** John.Allerding@ThompsonHine.com

Web: <http://www.ThompsonHine.com>



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From: Camisha Simmons <camisha@simmonslegal.solutions>

Sent: Tuesday, September 19, 2023 3:19 PM

To: Allerding, John <John.Allerding@thompsonhine.com>

Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>

Subject: RE: Bay Point/Blouin - Payoff Letter

CAUTION EXTERNAL EMAIL

I want the payoff to run through the date of the letter. Thanks.

Camisha L. Simmons | Managing Member

Simmons Legal PLLC

camisha@simmonslegal.solutions

www.simmonslegal.solutions

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communication, please advise the sender immediately by return e-mail, delete this e-mail and destroy any copies of this correspondence.

From: Allarding, John <John.Allarding@thompsonhine.com>

Sent: Tuesday, September 19, 2023 2:09 PM

To: Camisha Simmons <camisha@simmonslegal.solutions>

Cc: John Isbell <john@jfi-law.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>

Subject: RE: Bay Point/Blouin - Payoff Letter

Camisha,

The Debtors and the BVI Companies need to get on the same page with respect to whether you want clients copied on communications. I have you copying clients and Avrum complaining that clients are copied. Please come up with a consistent position and let us know what that is.

I will work with Bay Point on the detailed payoff letter. When do you want that to run through?

Thanks,

John

John C. Allarding | Thompson Hine LLP

3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326

3900 Key Center | 127 Public Square | Cleveland, Ohio 44114

Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953

Fax: 216.566.5800 | **Email:** John.Allarding@ThompsonHine.com

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From: Camisha Simmons <camisha@simmonslegal.solutions>

Sent: Tuesday, September 19, 2023 2:58 PM

To: Allarding, John <John.Allarding@thompsonhine.com>

Cc: Louise Blouin <lt@ltbholding.com>; Charles Andros

<charlesandros@baypointadvisors.com>; Greg Jacobs <gregjacobs@baypointadvisors.com>;

John Isbell <john@jfi-law.com>; Mathew Kabatoff <mkabatoff@ltbholding.com>; Kevin J. Nash

<knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan

<tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>

Subject: RE: Bay Point/Blouin - Payoff Letter

CAUTION EXTERNAL EMAIL

John,

Now that the bidding procedures are filed, when should we expect to receive the detailed payoff letter? Thanks.

Camisha L. Simmons | Managing Member
Simmons Legal PLLC
camisha@simmonslegal.solutions
www.simmonslegal.solutions

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From: Camisha Simmons

Sent: Friday, September 15, 2023 9:08 AM

To: Allerding, John <John.Allerding@thompsonhine.com>

Cc: Louise Blouin <lt@ltbholding.com>; Charles Andros <charlesandros@baypointadvisors.com>; Greg Jacobs <gregjacobs@baypointadvisors.com>; John Isbell <john@ifi-law.com>; Mathew Kabatoff <mkabatoff@ltbholding.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>

Subject: Re: Bay Point/Blouin - Payoff Letter

John,

I'm following up regarding our request for the itemized detailed payoff letter. When should we expect to receive it? Thanks.

-Camisha L. Simmons

On Sep 12, 2023, at 9:28 PM, Allerding, John <John.Allerding@thompsonhine.com> wrote:

Hi Camisha,

Please see the attached. I see that you weren't copied on this.

Thanks,

John

John C. Allerding | Thompson Hine LLP
3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326
3900 Key Center | 127 Public Square | Cleveland, Ohio 44114
Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953
Fax: 216.566.5800 | **Email:** John.Allerding@ThompsonHine.com
Web: <http://www.ThompsonHine.com>

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From: Camisha Simmons <camisha@simmonslegal.solutions>
Sent: Tuesday, September 12, 2023 5:50 PM
To: Louise Blouin <lt@ltbholding.com>; Allerding, John <John.Allerding@thompsonhine.com>
Cc: Charles Andros <charlesandros@baypointadvisors.com>; Greg Jacobs <gregjacobs@baypointadvisors.com>; John Isbell <John@jfi-law.com>; Mathew Kabatoff <mkabatoff@ltbholding.com>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: RE: Bay Point/Blouin - Payoff Letter

CAUTION EXTERNAL EMAIL

Could you send a payoff letter that separates Brickchurch Enterprises, Inc. and Aberdeen Enterprises, Inc. and what is owed by each? Also, could you give us separate line items for what is principal and what is interest? There are origination fees and interest in the face amount of the loan of \$62 million. We need the fees, interests and other charges separated out from the true principal amount of the loan. Thanks.

Camisha L. Simmons | Managing Member
Simmons Legal PLLC
camisha@simmonslegal.solutions
www.simmonslegal.solutions

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From: Louise Blouin <lt@ltbholding.com>
Sent: Saturday, September 9, 2023 4:49 PM
To: Allerding, John <John.Allerding@thompsonhine.com>
Cc: BLmessenger@duanemorris.com; Charles Andros <charlesandros@baypointadvisors.com>; Greg Jacobs <gregjacobs@baypointadvisors.com>; John Isbell <John@jfi-law.com>; Mathew Kabatoff <mkabatoff@ltbholding.com>; Camisha Simmons <camisha@simmonslegal.solutions>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>
Subject: Re: Bay Point/Blouin - Payoff Letter

Brett messenger is no longer my counsel
Please remove him
Thank you

Sent from [Outlook for iOS](#)

From: Allerding, John <John.Allerding@thompsonhine.com>

Sent: Friday, September 8, 2023 7:15:19 PM

To: Louise Blouin <lt@ltbholding.com>

Cc: BLmessenger@duanemorris.com <BLmessenger@duanemorris.com>; Charles Andros <charlesandros@baypointadvisors.com>; Greg Jacobs <gregjacobs@baypointadvisors.com>; John Isbell <john@jfi-law.com>; Mathew Kabatoff <mkabatoff@ltbholding.com>; Camisha Simmons <camisha@simmonslegal.solutions>; Kevin J. Nash <knash@gwfglaw.com>; Nico Pizzo <npizzo@ajrlawny.com>; J. Ted Donovan <tdonovan@gwfglaw.com>; Avrum Rosen <arosen@ajrlawny.com>

Subject: Bay Point/Blouin - Payoff Letter

Louise,

Please find the attached payoff letter that you requested.

Have a good weekend.

John

John C. Allerding | Thompson Hine LLP

3560 Lenox Road NE | Suite 1600 | Atlanta, Georgia 30326

3900 Key Center | 127 Public Square | Cleveland, Ohio 44114

Atlanta: 404.407.3676 | **Cleveland:** 216.566.5748 | **Mobile:** 216.402.9953

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<image001.png>

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<image002.png>

From: Louise Blouin <lt@ltbholding.com>
Date: Saturday, 9 September 2023 at 18:19
To: Charles Andros <charlesandros@baypointadvisors.com>
Subject: Re: [External:]

Please send the in an email your approval of the broker's contract bespoke .
Best regards
Louise

Sent from [Outlook for iOS](#)

From: Charles Andros <charlesandros@baypointadvisors.com>
Sent: Saturday, September 9, 2023 6:12:44 PM
To: Louise Blouin <lt@ltbholding.com>
Subject: Re: [External:]

Please have your attorneys ask John Isbell for those items. Thank you!

Sent from my iPhone

On Sep 9, 2023, at 5:49 PM, Louise Blouin <lt@ltbholding.com> wrote:

In your payoff please give us detail for the interest line
And any other required details

From: Louise Blouin <lt@ltbholding.com>
Date: Tuesday, 12 September 2023 at 06:30
To: Charles Andros
<charlesandros@baypointadvisors.com>, Allerding, John
<John.Allerding@thompsonhine.com>, Kevin J. Nash
<knash@gwfglaw.com>
Subject: <no subject>

Please send us the detailed
Payoff
Principal Morgan
Principal BP
Interest Morgan
Interest baypoint
Cash in account BP

.....

Sent from [Outlook for iOS](#)

From: Charles Andros <charlesandros@baypointadvisors.com>
Sent: Sunday, September 10, 2023 9:30 pm
To: Louise Blouin <lt@ltbholding.com>
Subject: Re: [External:]

Louise,

I simply cannot agree to any broker agreement when we have 60 days to auction this property. The listing agreement you sent doesn't even have a list price.

Thx,
Charles

Sent from my iPhone

On Sep 10, 2023, at 9:23 PM, Louise Blouin <lt@ltbholding.com> wrote:

Charles let the lawyer handle this and many other outstanding points .

We have broker contract to sign

Administrator to agree on

Price i said I would ask my appraiser

You asked this weekend and we will get back to our lawyer you will not bully me anymore

Later to lawyer is best so we have no misunderstanding

Payoff is required with all the details

Please review with your lawyers what is need it for the plan .

Sent from [Outlook for iOS](#)

From: Charles Andros <charlesandros@baypointadvisors.com>
Sent: Sunday, September 10, 2023 9:13:49 PM
To: Louise Blouin <lt@ltbholding.com>
Cc: Kevin J. Nash <knash@gwfglaw.com>; John Isbell <john@jfi-law.com>; Allerdin, John <john.allerdin@thompsonhine.com>
Subject: Re: [External:]

Louise,

I'm very sorry if you cannot remember the multiple phone calls we've had asking for a price you would sell. It's time to stop your baseless accusations and tell us a price that you will agree to sell, stalking horse bid and minimum bid price.

Please keep things productive.

Thx,
Charles

Sent from my iPhone

On Sep 10, 2023, at 9:07 PM, Louise Blouin <lt@ltbholding.com> wrote:

Dear Charles the price on the market is 150 million
The appraisal amount is 143 million
The latest transaction with 60 percent Jess surface with 20 mm of renovation is selling at 115 mm
First, we should establish a price for each as we might sell one finance the other

I will not agree that you agree to my financing as you destroyed twice the financing and should have extended but you were too busy stealing my shares are defaulting us if we paid for the emergency

You have not asked for two weeks
You are lying
We have many things to solve for the plan

Administrator
The broker contract
And price
And many other points that Kevin directs

The broker you have decided to be the broker calling around while the broker lead always dies that we will find out what you tell them as well
As all we have lived is a nightmare with you lawyers

The price should be individually 70 to 60 this is bellow the asking and it is as well bellow the appraisal
And we had an offer before the flood at 130 m plus furniture
The broker said nothing under 70 million on the ocean
And together we need to ask for the mansion premium

We now need a reasonable payoff or you get only the principal which is more like 51 million

I can not believe you charge me on 62 million including charging me on my interest 15 pc
Unless I do not understand

Sent from [Outlook for iOS](#)

From: Charles Andros <charlesandros@baypointadvisors.com>
Sent: Sunday, September 10, 2023 8:52:47 PM
To: Louise Blouin <lt@ltbholding.com>
Cc: Allering, John <john.allering@thompsonhine.com>; Kevin J. Nash <knash@gwfglaw.com>
Subject: Re: [External:]

Louise,

We need to know what price you will agree to sell this house. I've been asking for two weeks. Let's get that out of the way prior to asking us anymore questions.

It's time to stop playing games.

Thx,
Charles

Sent from my iPhone

On Sep 10, 2023, at 8:03 PM, Louise Blouin <lt@ltbholding.com> wrote:

Please blow up your payoff lines separate Morgan as well

principal baypoint
interest baypoint mortgage original
Principal Morgan
Interest line for principal Morgan

Thank you

From: Louise Blouin <lt@ltbholding.com>
Date: Saturday, 9 September 2023 at 16:56
To: Charles Andros <charlesandros@baypointadvisors.com>
Cc: Mathew Kabatoff <mkabatoff@ltbholding.com>
Subject: <no subject>

Dear Charles,
we have spend a good time on the phone
And we have learnt a lot
A that you will do a credit bid if the price is too low of course if you flip it we get the equity

Bespoke the call is done
Send us back the confirmation that you accept the brokers contract today
Thanks

everyday it is a lost day and we do not have many
I suggest that we push to Dec to allow normal sale now and auction After think about it

You are not to do any parallel selling as you damage the market the main broker does that

Jgb did this
the offers came in at 50 mm 2 one from harald one from Douglas and nothing from Tim only
fake one from Melanie Melanie brough Tim Barton on her own and after was working with Tim
to filter crap Tim got taken by her and she was saying it was 50 mm

Douglas Elman never does at this level
Harald was saving it for a friend and offered for both 50

We need one broker to look professional that will lead the process we can not have Charles
Andros calling each broker and killing the market
Like jgb
The market for brokers is so small 3
You are doing a pitch in my back
Usually we do one pitch even together like today but you are killing it by getting another broker

Market price you have done all to kill the price we told you many times we were putting the
money high fees to have a positive narrative and be out of bankruptcy you have done
everything from stealing shares to refusing to get out of bankruptcy to now speaking to the
brokers
You charged 15 percent for 6 months usually you were at 12 for a year then we know the rest
Pricing :
brokers do not establish price the market and evaluators do it is a conflict
The fact that you want an auction is killing the market as well as staying in bankruptcy flood
Stealing my shares now parallel selling
You have reached out in parallel to other brokers doing your sale you just said it
I told you not to why because the market is small 3 players
And we need to sign one up to get others to bring in bids

Been there done that with jgb it was a blood bath

From: Louise Blouin <lt@ltbholding.com>
Date: Sunday, 10 September 2023 at 14:28
To: Charles Andros <charlesandros@baypointadvisors.com>
Subject: <no subject>

Please confirm the exact time that your broker and the potential buyer are coming tomorrow.

They will be welcomed with open arms .

We want to sell

I will not be there

I am adapting to the wishes

But completely disagree that you can sell a house without a main broker

The largest home in value or one of them

Again I specify I was not loved as I refused two offers that were 50 million for both 366 and 376 each of these offers during jgb time but I accepted in 2019 120 million

They would hug me these brokers and become my friends if I had accepted to sell at 50 mm versus appraisal price of 143 million today

This is when the narrative of me not wanting to sell came out

Would you sell your house at 300,000 ?

From: Louise Blouin <lt@ltbholding.com>
Date: Tuesday, 12 September 2023 at 09:01
To: Allerdig, John <John.Allerdig@thompsonhine.com>, Charles Andros <charlesandros@baypointadvisors.com>, Kevin J. Nash <knash@gwfglaw.com>, Avrum Rosen <arosen@ajrlawny.com>, Camisha Simmons <camisha@simmonslegal.solutions>
Subject: <no subject>

We have one broker that is all like one judge one ceo not 3 not all over the place
You are not to intervene in parallel unless we both approve otherwise you kill the market as you tried this week I know everything even if I am in Alaska they reach out to friends and ...

We incentivize the brokers that is how it works
Usually 3 percent you do not own this house and we have rules in the selling of homes you can not have a free for all process it needs to coordinate

Bespoke is a broker platform they coordinate with all the brokers he pays them 2 he keeps 1

John enough you have no experience like emergency money for pipes
Every move will cost you on damages

From: Louise Blouin <lt@ltbholding.com>
Date: Friday, 17 February 2023 at 17:42
To: Charles Andros <charlesandros@baypointadvisors.com>
Subject: Fwd: Southampton - Budgets - Maintenance / Admin

It was refused see bellow

They put us in default as we need it to pay an emergency cost to get back storage from the first flood and refusing the budget see bellow

Then we did another one as we got more bids

In that one they refused the plumbing audit I will find you the email

It is late in the month of jan that they finally approved the budget with plumbing after many back and forth

Now he says I did not want to approve

Wow !!

See bellow

From: Allerdig, John <John.Allerdig@thompsonhine.com>
Sent: Tuesday, January 10, 2023 4:43:10 PM
To: Louise Blouin <lt@ltbholding.com>; Messinger, Brett L. <BLMessinger@duanemorris.com>
Cc: Charles Andros <charlesandros@baypointadvisors.com>; Mitchell Dagley <mitchelldagley@baypointadvisors.com>; John Isbell <john@jfi-law.com>; Bill Madson <billmadson@baypointadvisors.com>; Scott Duncan <scottduncan@baypointadvisors.com>
Subject: RE: Southampton - Budgets - Maintenance / Admin

Good morning Louise and Brett,

It is our understanding that the Notice of Default sent on January 5, 2023 effectively communicated Bay Point's rejection of the proposed budgets received by Bay Point on January 3, 2023 (the "Proposed Budgets"), which are attached for your convenience. Out of an abundance of caution, we sending your this further correspondence to confirm the rejection of the Proposed Budgets.

We want to work with you to develop a revised budget that is acceptable to Bay Point and it is my understanding that Charles, Louise, and Geoff are in the process of doing so.

Cheers,